

EXHIBIT J

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FACSIMILE TRANSMITTAL SHEET

DATE: June 12, 2008

To:
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FROM: Kristen L. Williams **PHONE:** (415) 835-9051

RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

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MESSAGE:

Please see attached letter.

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VIA FACSIMILE

Dylan B. Carp, Esq.
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Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

This letter is in response to your letter of June 12, 2008. To begin, your letter's repeated reference to our refusal to meet and confer is not well-received and does not help your client's efforts. In response to your initial meet and confer letter, we have had one teleconference and Defendants have sent two meet and confer letters. Moreover, please do not forget that Defendants met and conferred – and reached a resolution – with counsel for Plaintiff *more than three months ago*. Simply because we do not agree with your position, or you do not agree with ours, does not invalidate *our repeated meet and confer efforts*.

To be clear, Defendants are willing to provide you with the following. We will provide you with new documents from our previous production and remove the redaction for all references to Cyndi Marty. We will also provide you with a log of documents withheld for privacy reasons, to the extent any such documents were withheld for privacy. As discussed in more detail below, we will continue to redact proprietary and private information related to the salary and duration of Mr. McGrath and Ms. Marty's employment contracts.

As to your insistence that you are entitled to McGrath's salary information and duration of employment contract "to establish the extent of McGrath's breach of fiduciary duty owed to Crump", your argument is disingenuous at best. Crump has not and will continue to be unable to prove that there was even any fiduciary relationship between it and McGrath, let alone any breach of fiduciary duty. If the information you seek is whether or not McGrath's salary was tied to revenue generation or not, that information (1) has been provided in McGrath and Nick Cortezi's deposition and (2) does not hinge upon whether his salary was one dollar or one million dollars. His salary was either tied to revenue production or not – regardless of the amount of McGrath's salary. As to your verification of his veracity, neither Cortezi nor McGrath have testified as to the amount of his salary or the duration of his contract therefore I am unclear as to how providing Plaintiff

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June 11, 2008
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with this proprietary and private information would have any bearing on McGrath's veracity.

With regard to the protective order, while it does govern the documents and information produced in this litigation, does not, open the door to a fishing expedition by Plaintiff for proprietary and private information that is wholly unrelated to the claims asserted by your client. Your assertion that the salary information and duration of McGrath's employment contract is relevant to the breach of fiduciary duty claim is without merit. To assert that there is *any relation* would be akin to arguing that if McGrath's employment agreement was for one dollar and one year in duration there would not be a breach of the duty, but if it was any other there would be a breach. If your position is that whether or not McGrath breached his fiduciary duty is somehow tied to the salary he received, I would be interested in knowing the legal authority that support this contention.

With regard to Requests for Production Nos. 7 and 26, your reasoning for seeking this information is also misplaced. The requested documents include private information regarding Ms. Marty's salary and for the reasons set forth above there is no basis for Plaintiff being entitled to such information. As to Ms. Marty's veracity, it is unclear what aspect of Ms. Marty's testimony Plaintiff seeks to challenge. And since Ms. Marty did not testify as to the specific terms of her employment contract, clearly Plaintiff cannot assert that it is seeking this personal information to challenge her veracity. Bearing all this in mind and the fact that Ms. Marty – a third party to this litigation – has already been subject to deposition, we believe the Court would agree that her right to privacy has already been imposed upon and further imposition would be tantamount to harassment.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/ap